

DOCKET NO. FST-CV-155014808-S

WILLIAM A. LOMAS

Plaintiff,

V.

PARTNER WEALTH MANAGEMENT, LLC  
ET AL.

**Defendants.**

SUPERIOR COURT

JUDICIAL  
DISTRICT OF  
STAMFORD/  
NORWALK

AT STAMFORD

OCTOBER 21, 2015

**DEFENDANTS' COVER SHEET  
TO PLAINTIFF'S REQUESTS FOR ADMISSIONS**

Defendants Partner Wealth Management, LLC, Kevin G. Burns, James Pratt-Heaney and William Loftus (“Defendants”), pursuant to Practice Book § 13-23(a), hereby give notice that on this date they have served all counsel of record with their responses to the plaintiff’s requests for admissions, dated August 21, 2015, copies of which are attached hereto, whereby Defendants have answered all such requests.

Respectfully submitted,

## THE DEFENDANTS

By:

**Mark J. Kovack**  
**Berchem, Moses & Devlin, P.C. – Westport**  
**27 Imperial Avenue**  
**Westport, CT 06880**  
**Tel. (203) 227-9545**  
**Direct (203) 571-1713**  
**Juris No. 065850**  
**ITS ATTORNEYS**

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL
	)	DISTRICT OF
	)	STAMFORD/
	)	NORWALK
	)	
Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	OCTOBER 21, 2015
Defendants.	)	

**RESPONSE TO PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Plaintiff William A. Lomas ("Lomas") served identical versions of plaintiff's First Requests for Admission on each of Partner Wealth Management, LLC ("PWM"), Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney") and William Loftus ("Loftus" and collectively with PWM, Burns and Pratt-Heaney, the Defendants"), which are attached hereto as Exhibits "A" through "D," respectively.<sup>1</sup> Defendants hereby collectively respond to the Lomas' First Requests for Admission as follows:

1. On or about October 17, 2008, Pratt-Heaney, Burns, Loftus and Lomas entered into the LLBH Group Private Wealth Management, LLC ("LLBH Group") Limited Liability Company Agreement.

**Admit.**

2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.

**Admit.**

---

<sup>1</sup> We have not included with this filing copies of the common Exhibits "A," "B" and "C" to the said Requests for Admissions because they contain confidential, private business information and the parties have not yet agreed on a confidentiality agreement/protective order regarding the same.

3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

**Admit.**

4. A true and accurate copy of the Agreement is attached as Exhibit A.

**Admit.**

5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

**Admit.**

6. LLBH Private was and remains a limited liability company wholly owned by Focus as a sole member.

**Admit.**

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

**Admit.**

8. A true and accurate copy of the Management Agreement is attached as Exhibit B.

**Admit.**

9. On October 13, 2014, Lomas provided written notice to Pratt-Heaney, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

10. On October 13, 2014, Lomas provided written notice to Burns, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

11. On October 13, 2014, Lomas provided written notice to Loftus, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

12. On October 13, 2014, Lomas provided written notice to PWM, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

13. On October 13, 2014, Lomas provided written notice to Focus, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

14. On or about December 18, 2014, Pratt-Heaney, Burns and Loftus held a meeting to discuss amending the Agreement.

**Deny.**

15. At the time Lomas tendered his notice of withdrawal to PWM, Section 8.5 of the Agreement had not been amended.

**Admit.**

16. Lomas withdrew from PWM pursuant to Section 8.5 of the Agreement and the Management Agreement.

**Admit.**

17. Lomas' withdrawal became effective on January 14, 2015.

**Admit.**

18. Until the effective date of this withdrawal, Lomas performed the full functions and duties as a member of PWM, as well as a member of the Management Committee, Executive Committee and as an officer of PWM as these terms are defined in the Agreement.

**Deny.**

19. To date, Lomas has performed all of the transition duties required to him under the Management Agreement.

**Deny.**

20. To date, Lomas has performed all of the transition duties required of him under Section 8.9 of the Agreement.

**Deny.**

21. A true and accurate copy of the January 1, 2015 Limited Liability Company Agreement is attached as Exhibit C.

**Deny.** A true and correct copy of the January 1, 2015 Limited Liability Company Agreement is produced to plaintiff's counsel, but not filed herewith, as Exhibit E.

22. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015.

**Admit.**

23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

**Admit.**

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.

**Admit.**

25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

**Admit.**

26. Lomas never voted to approve the proposed changes to the Agreement.

**Admit.**

27. The amendment attempted to change how PWM was to be valued upon withdrawal of a member.

**Deny.**

28. Pratt-Heaney, Burns and Loftus intended the changes reflected in the Limited Liability Company agreement dated January 1, 2015 to effect Lomas' rights as a member of PWM.

**Admitted in part – the changes reflected in the Limited Liability Company agreement dated January 1, 2015 were intended to effect all of the members' rights as members of PWM.**

29. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015, with the knowledge that it would materially affect the buyout obligation PWM and the members owed to Lomas.

**Denied.**

30. On January 1, 2015, Lomas was a member of PWM.

**Admit.**


31. To date neither PWM, nor any of the remaining members have repurchased Lomas' membership interest in PWM.

**Deny.**

Dated: October 21, 2015

Respectfully submitted,

THE DEFENDANTS



---

Richard J. Buttrick, Esq.  
Mark J. Kovack, Esq.  
BERCHEM, MOSES & DEVLIN, P.C.  
75 Broad Street  
Milford, CT 06460

David R. Lagasse  
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POPEO P.C.  
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New York, NY 10017

Attorneys for Defendants,  
Partner Wealth Management, LLC  
Kevin G. Burns  
James Pratt-Heaney  
William P. Loftus

DOCKET NO. FST-CV-155014808-S	)	SUPERIOR COURT
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WILLIAM A. LOMAS	)	JUDICIAL
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Plaintiff,	)	
v.	)	
	)	AT STAMFORD
PARTNER WEALTH MANAGEMENT, LLC	)	
ET AL.	)	
	)	OCTOBER 21, 2015
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**RESPONSE TO PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Plaintiff William A. Lomas ("Lomas") served identical versions of plaintiff's First Requests for Admission on each of Partner Wealth Management, LLC ("PWM"), Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney") and William Loftus ("Loftus" and collectively with PWM, Burns and Pratt-Heaney, the Defendants"), which are attached hereto as Exhibits "A" through "D," respectively.<sup>1</sup> Defendants hereby collectively respond to the Lomas' First Requests for Admission as follows:

1. On or about October 17, 2008, Pratt-Heaney, Burns, Loftus and Lomas entered into the LLBH Group Private Wealth Management, LLC ("LLBH Group") Limited Liability Company Agreement.

**Admit.**

2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.

**Admit.**

---

<sup>1</sup> We have not included with this filing copies of the common Exhibits "A," "B" and "C" to the said Requests for Admissions because they contain confidential, private business information and the parties have not yet agreed on a confidentiality agreement/protective order regarding the same.



3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

**Admit.**

4. A true and accurate copy of the Agreement is attached as Exhibit A.

**Admit.**

5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

**Admit.**

6. LLBH Private was and remains a limited liability company wholly owned by Focus as a sole member.

**Admit.**

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

**Admit.**

8. A true and accurate copy of the Management Agreement is attached as Exhibit B.

**Admit.**

9. On October 13, 2014, Lomas provided written notice to Pratt-Heaney, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

10. On October 13, 2014, Lomas provided written notice to Burns, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

11. On October 13, 2014, Lomas provided written notice to Loftus, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

12. On October 13, 2014, Lomas provided written notice to PWM, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

13. On October 13, 2014, Lomas provided written notice to Focus, that effective January 14, 2015, he would withdraw from PWM as a member.

**Admit.**

14. On or about December 18, 2014, Pratt-Heaney, Burns and Loftus held a meeting to discuss amending the Agreement.

**Deny.**

15. At the time Lomas tendered his notice of withdrawal to PWM, Section 8.5 of the Agreement had not been amended.

**Admit.**

16. Lomas withdrew from PWM pursuant to Section 8.5 of the Agreement and the Management Agreement.

**Admit.**

17. Lomas' withdrawal became effective on January 14, 2015.

**Admit.**

18. Until the effective date of this withdrawal, Lomas performed the full functions and duties as a member of PWM, as well as a member of the Management Committee, Executive Committee and as an officer of PWM as these terms are defined in the Agreement.

**Deny.**

19. To date, Lomas has performed all of the transition duties required to him under the Management Agreement.

**Deny.**

20. To date, Lomas has performed all of the transition duties required of him under Section 8.9 of the Agreement.

**Deny.**

21. A true and accurate copy of the January 1, 2015 Limited Liability Company Agreement is attached as Exhibit C.

**Deny.** A true and correct copy of the January 1, 2015 Limited Liability Company Agreement is produced to plaintiff's counsel, but not filed herewith, as Exhibit E.

22. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015.

**Admit.**

23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

**Admit.**

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.

**Admit.**

25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

**Admit.**

26. Lomas never voted to approve the proposed changes to the Agreement.

**Admit.**

27. The amendment attempted to change how PWM was to be valued upon withdrawal of a member.

**Deny.**

28. Pratt-Heaney, Burns and Loftus intended the changes reflected in the Limited Liability Company agreement dated January 1, 2015 to effect Lomas' rights as a member of PWM.

**Admit.**

29. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015, with the knowledge that it would materially affect the buyout obligation PWM and the members owed to Lomas.

**Admit.**

30. On January 1, 2015, Lomas was a member of PWM.

**Admit.**

31. To date neither PWM, nor any of the remaining members have repurchased Lomas' membership interest in PWM.

**Deny.**

Dated: October 21, 2015

Respectfully submitted,

THE DEFENDANTS

---

Richard J. Buturla, Esq.  
Mark J. Kovack, Esq.  
BERCHEM, MOSES & DEVLIN, P.C.  
75 Broad Street  
Milford, CT 06460

David R. Lagasse  
MINTZ LEVIN COHN FERRIS GLOVSKY &  
POPEO P.C.  
666 Third Avenue  
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Attorneys for Defendants,  
Partner Wealth Management, LLC  
Kevin G. Burns  
James Pratt-Heaney  
William P. Loftus

# EXHIBIT A

DOCKET NO. FST-CV15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiff,	)	
	)	
v.	)	AT STAMFORD
	)	
PARTNER WEALTH MANAGEMENT, LLC,	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	
WILLIAM P. LOFTUS	)	
	)	AUGUST 21, 2015
Defendants.		

### **PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Pursuant to Connecticut Practice Book § 13-22 *et seq.*, the Plaintiff, William A. Lomas ("Lomas"), hereby requests that the Defendant Partner Wealth Management, LLC ("PWM") admit the genuineness and truth of the matters set forth herein within thirty (30) days from the date of the filing of these requests for admission.

### **DEFINITIONS**

1. The "Action" refers to the above-captioned action.
2. "Lomas" refers individually to William A. Lomas as well as any of his agents or representatives, including counsel.
3. "PWM" refers to Partner Wealth Management, LLC and all persons acting or who have acted at its direction, or on its behalf including Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney"), and William P. Loftus ("Loftus"), its related entities, subsidiaries, parents, subsidiaries of subsidiaries, divisions, affiliates in which it owns a majority or a controlling interest, organizational or operating units, predecessors and successors, employees,

officers, directors, managers, attorneys, agents, representatives, and all persons acting on its behalf.

4. "Focus" refers to Focus Financial Partners, LLC.

5. The "Complaint" refers to Lomas' Complaint filed in the Action dated June 26, 2015.

6. The "Agreement" refers to the Partner Wealth Management, LLC, Agreement of Limited Liability Company entered into by Pratt-Heaney, Burns, Loftus and Lomas on November 30, 2009.

7. The "Management Agreement" refers to the agreement between Focus, LLBH Private Wealth Management, LLC ("LLBH Private"), Pratt-Heaney, Burns, Loftus and Lomas to provide management services to LLBH Private.

7. The "LLBH Private Agreement" refers to the LLBH Private Wealth Management, LLC Limited Liability Company Agreement dated October 17, 2008.

8. "Management Committee" shall have the meaning defined in Sections 3.1 and 3.2 of the Agreement and as set forth in Schedule B of the Agreement.

#### **REQUESTS FOR ADMISSION**

1. On or about October 17, 2008, Pratt-Heaney, Burns, Loftus and Lomas entered into the LLBH Group Private Wealth Management, LLC ("LLBH Group") Limited Liability Company Agreement.

2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.



3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

4. A true and accurate copy of the Agreement is attached as Exhibit A.

5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

6. LLBH Private was and remains a limited liability company wholly owned by Focus as sole member.

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

8. A true and accurate copy of the Management Agreement is attached as Exhibit B.

9. On October 13, 2014, Lomas provided written notice to Pratt-Heaney, that effective January 14, 2015, he would withdraw from PWM as a member.

10. On October 13, 2014, Lomas provided written notice to Burns, that effective January 14, 2015, he would withdraw from PWM as a member.

11. On October 13, 2014, Lomas provided written notice to Loftus, that effective January 14, 2015, he would withdraw from PWM as a member.

12. On October 13, 2014, Lomas provided written notice to PWM, that effective January 14, 2015, he would withdraw from PWM as a member.

13. On October 13, 2014, Lomas provided written notice to Focus, that effective January 14, 2015, he would withdraw from PWM as a member.

14. On or about December 18, 2014, Pratt-Heaney, Burns, and Loftus held a meeting to discuss amending the Agreement.

15. At the time Lomas tendered his notice of withdrawal to PWM, Section 8.5 of the Agreement had not been amended.

16. Lomas withdrew from PWM pursuant to Section 8.5 of the Agreement and the Management Agreement.

17. Lomas' withdrawal became effective on January 14, 2015.

18. Until the effective date of this withdrawal, Lomas performed the full functions and duties as a member of PWM, as well as a member of the Management Committee, Executive Committee and as an officer of PWM as these terms are defined in the Agreement.

19. To date, Lomas has performed all of the transition duties required of him under the Management Agreement.

20. To date, Lomas has performed all of the transition duties required of him under Section 8.9 of the Agreement

21. A true and accurate copy of the January 1, 2015 Limited Liability Company Agreement is attached as Exhibit C.

22. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015.

23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.

25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

26. Lomas never voted to approve the proposed changes to the Agreement.

27. The amendment attempted to change how PWM was to be valued upon withdrawal of a member.

28. Pratt-Heaney, Burns and Loftus intended the changes reflected in the Limited Liability Company agreement dated January 1, 2015 to effect Lomas' rights as a member of PWM.

29. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company agreement dated January 1, 2015, with the knowledge that it would materially affect the buyout obligation PWM and the members owed to Lomas.

30. On January 1, 2015, Lomas was a member of PWM.

31. To date neither PWM, nor any of the remaining members, have repurchased Lomas' membership interest in PWM.

Dated: August 21, 2015  
Hartford, Connecticut

THE PLAINTIFF,  
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen  
Thomas J. Rechen  
McCarter & English, LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103  
Tel.: (860) 275-6706  
Fax: (860) 218-9680  
Email: trechen@mccarter.com  
His Attorneys

**CERTIFICATE OF SERVICE**

This is to certify that on August 21, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.  
Mark J. Kovack, Esq.  
Berchem, Moses & Devlin, P.C.  
75 Broad St.  
Milford, CT 06460

/s/Thomas J. Rechen  
Thomas J. Rechen

# **EXHIBIT B**

DOCKET NO. FST-CV15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiff,	)	
	)	
v.	)	AT STAMFORD
	)	
PARTNER WEALTH MANAGEMENT, LLC,	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	
WILLIAM P. LOFTUS	)	
	)	AUGUST 21, 2015
Defendants.		

**PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Pursuant to Connecticut Practice Book § 13-22 *et seq.*, the Plaintiff, William A. Lomas ("Lomas"), hereby requests that the Defendant Kevin G. Burns admit the genuineness and truth of the matters set forth herein within thirty (30) days from the date of the filing of these requests for admission.

**DEFINITIONS**

1. The "Action" refers to the above-captioned action.
2. "Lomas" refers individually to William A. Lomas as well as any of his agents or representatives, including counsel.
3. "PWM" refers to Partner Wealth Management, LLC and all persons acting or who have acted at its direction, or on its behalf including Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney"), and William P. Loftus ("Loftus"), its related entities, subsidiaries, parents, subsidiaries of subsidiaries, divisions, affiliates in which it owns a majority or a controlling interest, organizational or operating units, predecessors and successors, employees,

officers, directors, managers, attorneys, agents, representatives, and all persons acting on its behalf.

4. "Focus" refers to Focus Financial Partners, LLC.

5. The "Complaint" refers to Lomas' Complaint filed in the Action dated June 26, 2015.

6. The "Agreement" refers to the Partner Wealth Management, LLC, Agreement of Limited Liability Company entered into by Pratt-Heaney, Burns, Loftus and Lomas on November 30, 2009.

7. The "Management Agreement" refers to the agreement between Focus, LLBH Private Wealth Management, LLC ("LLBH Private"), Pratt-Heaney, Burns, Loftus and Lomas to provide management services to LLBH Private.

7. The "LLBH Private Agreement" refers to the LLBH Private Wealth Management, LLC Limited Liability Company Agreement dated October 17, 2008.

8. "Management Committee" shall have the meaning defined in Sections 3.1 and 3.2 of the Agreement and as set forth in Schedule B of the Agreement.

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2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.

3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

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5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

6. LLBH Private was and remains a limited liability company wholly owned by Focus as sole member.

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

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17. Lomas' withdrawal became effective on January 14, 2015.

18. Until the effective date of this withdrawal, Lomas performed the full functions and duties as a member of PWM, as well as a member of the Management Committee, Executive Committee and as an officer of PWM as these terms are defined in the Agreement.

19. To date, Lomas has performed all of the transition duties required of him under the Management Agreement.

20. To date, Lomas has performed all of the transition duties required of him under Section 8.9 of the Agreement

21. A true and accurate copy of the January 1, 2015 Limited Liability Company Agreement is attached as Exhibit C.

22. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015.

23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.

25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

26. Lomas never voted to approve the proposed changes to the Agreement.

27. The amendment attempted to change how PWM was to be valued upon withdrawal of a member.

28. Pratt-Heaney, Burns and Loftus intended the changes reflected in the Limited Liability Company agreement dated January 1, 2015 to effect Lomas' rights as a member of PWM.

29. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company agreement dated January 1, 2015, with the knowledge that it would materially affect the buyout obligation PWM and the members owed to Lomas.

30. On January 1, 2015, Lomas was a member of PWM.

31. To date neither PWM, nor any of the remaining members, have repurchased Lomas' membership interest in PWM.

Dated: August 21, 2015  
Hartford, Connecticut

THE PLAINTIFF,  
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen  
Thomas J. Rechen  
McCarter & English, LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103  
Tel.: (860) 275-6706  
Fax: (860) 218-9680  
Email: trechen@mccarter.com  
His Attorneys

**CERTIFICATE OF SERVICE**

This is to certify that on August 21, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.  
Mark J. Kovack, Esq.  
Berchem, Moses & Devlin, P.C.  
75 Broad St.  
Milford, CT 06460

/s/Thomas J. Rechen  
Thomas J. Rechen

# EXHIBIT C

DOCKET NO. FST-CV15-5014808-S	)	SUPERIOR COURT
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WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiff,	)	
	)	
v.	)	AT STAMFORD
	)	
PARTNER WEALTH MANAGEMENT, LLC,	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	
WILLIAM P. LOFTUS	)	
	)	AUGUST 21, 2015
Defendants.		

### **PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Pursuant to Connecticut Practice Book § 13-22 *et seq.*, the Plaintiff, William A. Lomas ("Lomas"), hereby requests that the Defendant James Pratt-Heaney admit the genuineness and truth of the matters set forth herein within thirty (30) days from the date of the filing of these requests for admission.

### **DEFINITIONS**

1. The "Action" refers to the above-captioned action.
2. "Lomas" refers individually to William A. Lomas as well as any of his agents or representatives, including counsel.
3. "PWM" refers to Partner Wealth Management, LLC and all persons acting or who have acted at its direction, or on its behalf including Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney"), and William P. Loftus ("Loftus"), its related entities, subsidiaries, parents, subsidiaries of subsidiaries, divisions, affiliates in which it owns a majority or a controlling interest, organizational or operating units, predecessors and successors, employees,

officers, directors, managers, attorneys, agents, representatives, and all persons acting on its behalf.

4. "Focus" refers to Focus Financial Partners, LLC.

5. The "Complaint" refers to Lomas' Complaint filed in the Action dated June 26, 2015.

6. The "Agreement" refers to the Partner Wealth Management, LLC, Agreement of Limited Liability Company entered into by Pratt-Heaney, Burns, Loftus and Lomas on November 30, 2009.

7. The "Management Agreement" refers to the agreement between Focus, LLBH Private Wealth Management, LLC ("LLBH Private"), Pratt-Heaney, Burns, Loftus and Lomas to provide management services to LLBH Private.

7. The "LLBH Private Agreement" refers to the LLBH Private Wealth Management, LLC Limited Liability Company Agreement dated October 17, 2008.

8. "Management Committee" shall have the meaning defined in Sections 3.1 and 3.2 of the Agreement and as set forth in Schedule B of the Agreement.

#### **REQUESTS FOR ADMISSION**

1. On or about October 17, 2008, Pratt-Heaney, Burns, Loftus and Lomas entered into the LLBH Group Private Wealth Management, LLC ("LLBH Group") Limited Liability Company Agreement.

2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.

3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

4. A true and accurate copy of the Agreement is attached as Exhibit A.

5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

6. LLBH Private was and remains a limited liability company wholly owned by Focus as sole member.

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

8. A true and accurate copy of the Management Agreement is attached as Exhibit B.

9. On October 13, 2014, Lomas provided written notice to Pratt-Heaney, that effective January 14, 2015, he would withdraw from PWM as a member.

10. On October 13, 2014, Lomas provided written notice to Burns, that effective January 14, 2015, he would withdraw from PWM as a member.

11. On October 13, 2014, Lomas provided written notice to Loftus, that effective January 14, 2015, he would withdraw from PWM as a member.

12. On October 13, 2014, Lomas provided written notice to PWM, that effective January 14, 2015, he would withdraw from PWM as a member.

13. On October 13, 2014, Lomas provided written notice to Focus, that effective January 14, 2015, he would withdraw from PWM as a member.

14. On or about December 18, 2014, Pratt-Heaney, Burns, and Loftus held a meeting to discuss amending the Agreement.

15. At the time Lomas tendered his notice of withdrawal to PWM, Section 8.5 of the Agreement had not been amended.

16. Lomas withdrew from PWM pursuant to Section 8.5 of the Agreement and the Management Agreement.

17. Lomas' withdrawal became effective on January 14, 2015.

18. Until the effective date of this withdrawal, Lomas performed the full functions and duties as a member of PWM, as well as a member of the Management Committee, Executive Committee and as an officer of PWM as these terms are defined in the Agreement.

19. To date, Lomas has performed all of the transition duties required of him under the Management Agreement.

20. To date, Lomas has performed all of the transition duties required of him under Section 8.9 of the Agreement

21. A true and accurate copy of the January 1, 2015 Limited Liability Company Agreement is attached as Exhibit C.

22. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company Agreement dated January 1, 2015.

23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.



25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

26. Lomas never voted to approve the proposed changes to the Agreement.

27. The amendment attempted to change how PWM was to be valued upon withdrawal of a member.

28. Pratt-Heaney, Burns and Loftus intended the changes reflected in the Limited Liability Company agreement dated January 1, 2015 to effect Lomas' rights as a member of PWM.

29. Pratt-Heaney, Burns and Loftus executed the Limited Liability Company agreement dated January 1, 2015, with the knowledge that it would materially affect the buyout obligation PWM and the members owed to Lomas.

30. On January 1, 2015, Lomas was a member of PWM.

31. To date neither PWM, nor any of the remaining members, have repurchased Lomas' membership interest in PWM.

Dated: August 21, 2015  
Hartford, Connecticut

THE PLAINTIFF,  
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen  
Thomas J. Rechen  
McCarter & English, LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103  
Tel.: (860) 275-6706  
Fax: (860) 218-9680  
Email: trechen@mccarter.com  
His Attorneys

**CERTIFICATE OF SERVICE**

This is to certify that on August 21, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.  
Mark J. Kovack, Esq.  
Berchem, Moses & Devlin, P.C.  
75 Broad St.  
Milford, CT 06460

/s/Thomas J. Rechen  
Thomas J. Rechen

# **EXHIBIT D**

DOCKET NO. FST-CV15-5014808-S	)	SUPERIOR COURT
	)	
WILLIAM A. LOMAS	)	JUDICIAL DISTRICT OF
	)	STAMFORD/NORWALK
Plaintiff,	)	
	)	
v.	)	AT STAMFORD
	)	
PARTNER WEALTH MANAGEMENT, LLC,	)	
KEVIN G. BURNS, JAMES PRATT-HEANEY,	)	
WILLIAM P. LOFTUS	)	
	)	AUGUST 21, 2015
Defendants.		

### **PLAINTIFF'S FIRST REQUESTS FOR ADMISSION**

Pursuant to Connecticut Practice Book § 13-22 *et seq.*, the Plaintiff, William A. Lomas ("Lomas"), hereby requests that the Defendant William P. Loftus admit the genuineness and truth of the matters set forth herein within thirty (30) days from the date of the filing of these requests for admission.

### **DEFINITIONS**

1. The "Action" refers to the above-captioned action.
2. "Lomas" refers individually to William A. Lomas as well as any of his agents or representatives, including counsel.
3. "PWM" refers to Partner Wealth Management, LLC and all persons acting or who have acted at its direction, or on its behalf including Kevin G. Burns ("Burns"), James Pratt-Heaney ("Pratt-Heaney"), and William P. Loftus ("Loftus"), its related entities, subsidiaries, parents, subsidiaries of subsidiaries, divisions, affiliates in which it owns a majority or a controlling interest, organizational or operating units, predecessors and successors, employees,

officers, directors, managers, attorneys, agents, representatives, and all persons acting on its behalf.

4. "Focus" refers to Focus Financial Partners, LLC.

5. The "Complaint" refers to Lomas' Complaint filed in the Action dated June 26, 2015.

6. The "Agreement" refers to the Partner Wealth Management, LLC, Agreement of Limited Liability Company entered into by Pratt-Heaney, Burns, Loftus and Lomas on November 30, 2009.

7. The "Management Agreement" refers to the agreement between Focus, LLBH Private Wealth Management, LLC ("LLBH Private"), Pratt-Heaney, Burns, Loftus and Lomas to provide management services to LLBH Private.

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8. "Management Committee" shall have the meaning defined in Sections 3.1 and 3.2 of the Agreement and as set forth in Schedule B of the Agreement.

#### **REQUESTS FOR ADMISSION**

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2. On or about November 24, 2009, Pratt-Heaney, Burns, Loftus and Lomas filed Articles of Organization with the Connecticut Secretary of State to form PWM.

3. On or about November 30, 2009, Pratt-Heaney, Burns, Loftus and Lomas entered into the Agreement.

4. A true and accurate copy of the Agreement is attached as Exhibit A.

5. On or about December 1, 2009, Pratt-Heaney, Burns, Loftus and Lomas who together owned all the outstanding equity interests in LLBH Group, entered into an Asset Purchase Agreement with Focus and LLBH Private.

6. LLBH Private was and remains a limited liability company wholly owned by Focus as sole member.

7. Pratt-Heaney, Burns, Loftus, Lomas, Focus, PWM and LLBH Private entered into the Management Agreement in approximately December 2009.

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23. Lomas did not execute the Limited Liability Company Agreement dated January 1, 2015.

24. At meeting held on December 18, 2014, Lomas informed PWM, Pratt-Heaney, Burns and Loftus of his objection to the January 1, 2015 Limited Liability Company Agreement.

25. Lomas notified Pratt-Heaney, Burns and Loftus that he would not support the proposed changes to the Agreement.

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31. To date neither PWM, nor any of the remaining members, have repurchased Lomas' membership interest in PWM.

Dated: August 21, 2015  
Hartford, Connecticut

THE PLAINTIFF,  
WILLIAM A. LOMAS

By: /s/ Thomas J. Rechen  
Thomas J. Rechen  
McCarter & English, LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103  
Tel.: (860) 275-6706  
Fax: (860) 218-9680  
Email: trechen@mccarter.com  
His Attorneys



**CERTIFICATE OF SERVICE**

This is to certify that on August 21, 2015, a copy of the foregoing was served by e-mail and first class mail, postage prepaid, to all counsel of record as follows:

Richard J. Buturla, Esq.  
Mark J. Kovack, Esq.  
Berchem, Moses & Devlin, P.C.  
75 Broad St.  
Milford, CT 06460

/s/Thomas J. Rechen  
Thomas J. Rechen

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21st day of October 2015, I caused the foregoing to be served via electronic mail on counsel of record who agreed to accept electronic service as follows:

Thomas J. Rechen  
McCarter & English, LLP  
City Place I, 185 Asylum Street  
Hartford, CT 06103  
trechen@mccarter.com



---

Mark J. Kovack  
Commissioner of the Superior Court